

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Affordable Housing CHDO Agreement with Central Florida HANDS

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan Matthys **CONTACT:** Buddy Balagia **EXT.** 7379

Agenda Date 05/24/2005 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Affordable Housing Community Housing Development Organization (CHDO) Agreement with Housing & Neighborhood Development Services of Central Florida, Inc. (HANDS) for renovations at Lake Jennie II Apartments in Sanford.

District 5 – Brenda Carey

BACKGROUND:

On March 7, 2005 the Community Development (CD) Office issued a Request for Proposals (RFP) to solicit affordable rental housing projects with which to use HOME Program CHDO set-aside funding. A total of \$584,204 in required CHDO set-aside funding was included in the RFP.

Housing & Neighborhood Development Services of Central Florida, Inc. (HANDS) submitted the only funding proposal, which was due on March 31, 2005. HANDS' proposal includes the renovation and expansion of the Lake Jennie II apartment complex located in Sanford. Specifically, HANDS proposes to add additional bathrooms to 20 of the 40 units, and stucco and paint the exterior of the complex. By HOME regulation, HANDS is required to set aside 20% of the units for very low income households, and all of the units for low income households.

HANDS is an approved CHDO in Seminole County with extensive experience in affordable housing production and management in Central Florida. Using HOME funds to make these renovations will require the imposition of a 5-year affordability term on all 40 units, which will require HANDS to rent the units to income-eligible households until 2010.

Staff recommends approval of this Agreement.

Reviewed by: [Signature]
 Co Atty: [Signature]
 DFS: [Signature]
 Other: [Signature]
 DCM: [Signature]
 CM: [Signature]

File No. cpdc04

SEMINOLE COUNTY/HOUSING AND NEIGHBORHOOD DEVELOPMENT
SERVICES OF CENTRAL FLORIDA, INC.
HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2004-2005

THIS AGREEMENT, entered into this _____ day of _____, 2005, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC.**, a non-profit Florida corporation, whose address is 6900 S. Orange Blossom Trail, Suite 300, Orlando, Florida 32809, hereinafter referred to as "HANDS".

WHEREAS, HANDS meets the criteria for being designated a Community Housing Development Organization (CHDO) as defined in Title 24, Code of Federal Regulations, section 92.2; and

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title II, Cranston-Gonzales Affordable Housing Act of 1990, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 92; and

WHEREAS, HANDS shall renovate at least twenty (20) existing two (2) bedroom affordable rental housing units for Low and Very Low Income families in Seminole County and stucco and painting of the building exteriors of the Lake Jennie Phase 2 apartment complex located on Florida Street, Sanford, Florida 32771; and

WHEREAS, the COUNTY has deemed that provision of such affordable housing services will serve a COUNTY purpose; and

WHEREAS, the COUNTY has allocated FIVE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FOUR AND NO/100 DOLLARS (\$584,204.00) of HUD HOME funds for this community development activity; and

WHEREAS, HANDS has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject must comply with HUD regulations and be used solely for the affordable housing purposes set forth herein. Pursuant to 24 CFR section 92.252(e), the Affordability Period shall be five (5) years for the rehabilitated, existing, forty (40) rental units involving less than Fifteen Thousand and No/100 Dollars (\$15,000.00) of HOME funding per unit under this Agreement. Such affordability period shall commence on the day that COUNTY makes its last payment to HANDS for performance of renovations and exterior improvements as described in Exhibit "A" to this Agreement or the date of recording the Restrictive Use Covenant in the form attached as Exhibit "G" to this Agreement.

(b) "CD Administrator" means the Community Resources Division Manager or their designee.

(c) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(d) "Low income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area, as determined by HUD, during the term of this Agreement.

(e) "Planning Department" means the COUNTY's Planning and Development Department Director or his designee.

(f) "Property" shall mean the Lake Jennie Phase 2 apartment complex located on Florida Street, Sanford, Florida 32771 and whose parcel identification numbers are 01-20-30-504-3600-0180 and 01-20-30-510-0000-0010.

(g) "Very Low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area, as determined by HUD, during the term of this Agreement.

Section 3. Statement of Work. HANDS, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of HANDS.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. HANDS shall complete all services required by this Agreement on or before September 30, 2006. Pursuant to 24 CFR, section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement.

Anything to the contrary notwithstanding, all rental units whose rehabilitation is financed under this Agreement shall comply with the applicable Affordability Period requirements of 24 CFR, section 92.252(e).

Section 5. Payments.

(a) The COUNTY shall reimburse HANDS for funds paid to the contractors, subcontractors, and vendors selected by HANDS to provide rehabilitation services to the rental housing units under this Agreement in accordance with the Project Budget (Exhibit "B").

(b) The COUNTY has allocated FIVE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FOUR AND NO/100 DOLLARS (\$584,204.00) of HUD funds for completion of this Agreement. The COUNTY will pay or reimburse HANDS for the rehabilitation services rendered under this Agreement up to FIVE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FOUR AND NO/100 DOLLARS (\$584,204.00). In the event that HANDS does not require the full amount of FIVE HUNDRED EIGHTY-FOUR THOUSAND TWO HUNDRED FOUR AND NO/100 DOLLARS (\$584,204.00), the CD Administrator reserves the right to reallocate such funds to other eligible activities.

(c) In no event shall the COUNTY reimburse HANDS, its rehabilitation/construction contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the Director of HANDS and the CD Administrator. In order to process payment requests, HANDS shall submit to the COUNTY a completed "Request For Payment" form, attached hereto as Exhibit "C" together with an original invoice signed by the entity requesting payment and HANDS' Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(d) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to the HANDS. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly performed, completed and invoiced. Payment shall be made as soon as practicable; provided,

however, that if HANDS, its vendors, contractors, and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(e) On or before September 30, 2006, HANDS shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of HANDS not properly invoiced and received by the COUNTY by September 30, 2006.

(f) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or services. Acquisition and rehabilitation of rental units beyond those contemplated by this Agreement involving the funds committed hereunder are encouraged if financially feasible; provided, however, that expenditure of said funds for such additional projects shall require an addendum to this Agreement approved by both parties in accordance with Section 26 hereof.

(g) HANDS shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. HANDS must demonstrate a minimum leveraging of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) which amount shall be reserved for maintenance of the Property. Prior to any advancement or reimbursement of funds, the HANDS must demonstrate that all required leveraged funds are available or obligated toward the maintenance of specified rental housing units. Prior to final reimbursement payment by the COUNTY, HANDS shall provide appropriate documentation to demonstrate that sufficient funds and/or services have been leveraged and that all such leveraged money has been applied toward the maintenance of said

rental housing units. If sufficient leveraging has not been demonstrated, HANDS shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all future payments to the HANDS in addition to any other remedies set forth herein.

(h) HANDS shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property.

Section 6. Compliance With Federal Regulations.

(a) HANDS shall comply with all Federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development" including particularly the parts and sections identified below;

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-133, "Audits of Local Governments and Non-Profit Organizations".

(b) HANDS shall comply with those portions of 24 CFR Part 84 - "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" as are applicable to subrecipients of grants and/or reimbursements for programs of the type envisioned by this Agreement.

(c) HANDS shall fully comply with the HOME regulations, contained within 24 CFR, Part 92, including particularly the following:

- (1) Section 92.251 - Property Standards;
- (2) Section 92.252 - Qualifications as affordable housing:
rental housing;
- (3) Section 92.253 - Tenant and Participant Protections;
- (4) Section 92.257 - Faith Based Activities;
- (5) Section 92.351 - Affirmative Marketing; minority
outreach program;
- (6) Section 92.354 - Labor;
- (7) Section 92.355 - Lead based paint;
- (8) Section 92.350 - Other Federal Requirements;
- (9) Section 92.353 - Displacement, Relocation, and
Acquisition;
- (10) Section 92.356 - Conflict of Interest;
- (11) Section 92.358 - Consultant Activities;
- (12) Section 92.505(b) Applicability of Uniform
Administrative Requirement".

(d) HANDS shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR section 92.352 "Environmental Review", nor the COUNTY's responsibility to initiate an environmental review process. However, HANDS is not exempt from performing a Phase I environmental or site-specific environmental review in accordance with State and local regulations, nor is HANDS released from any

environmental pollution that it may cause or have caused and HANDS shall assume full liability therefore.

Section 7. Compliance with Local and State Laws. During the execution and implementation of this Agreement, HANDS shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions", including particularly Part III thereof "Code of Ethics For Public Officers and Employees".

(b) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY's HOME Program.

(c) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

Section 8. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project, described herein shall recognize the Seminole County Board of County Commissioners as the recipient of HOME Program funding by HUD and providing funds to HANDS.

Section 9. Management Assistance.

(a) The CD Administrator shall be available to HANDS to provide guidance on HUD requirements.

(b) In the event that HANDS does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to HANDS advising HANDS that it is in default of the Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

Section 10. Maintenance of Records.

(a) HANDS shall maintain all records required by Federal, State, and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final project audit. This requirement shall include:

(1) All accounts, property, and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all items purchased by HANDS pursuant to this Agreement;

(B) Bills, cancelled checks, and invoices for all services purchased by HANDS pursuant to this Agreement;

(C) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, date, and cost of acquisition.

(b) HANDS shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion. Because HANDS is receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from HUD through the COUNTY pursuant to this Agreement, all such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(c) All records and contracts of whatsoever type or nature required by the Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State, or local agency.

(d) HANDS shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month commencing on the date of execution of this Agreement and concluding upon the completion of all activities described in Exhibit "A".

(e) HANDS shall submit to the COUNTY an End of Year Report attached hereto as Exhibit "E".

Section 11. Liability. Except for any payment specifically set forth or authorized herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the rehabilitations HANDS has agreed to perform hereunder or for debts or claims accruing to such parties against HANDS. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any property, work, labor, services, goods, or materials to HANDS as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time-to-time be employed by HANDS.

Section 12. Subcontracts. All contracts made by HANDS to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules, and regulations described in Section 6 of this Agreement. Only contracts and subcontracts for rehabilitation and remodeling work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which HANDS wishes to subcontract must be approved in writing by addendum to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) HANDS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the following: loss of any monies paid to HANDS or whomsoever, resulting out of HANDS' fraud, defalcation, dishonesty, or failure of HANDS to comply with applicable laws or regulations; any act or omission of HANDS in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the acquisitions or construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to HANDS by registered or certified mail addressed to HANDS at the address provided hereinafter. Upon receiving such notice, HANDS, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in HANDS' defense of any such action, suit, or proceeding.

Section 14. Insurance. HANDS shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State, and local regulations and is adequate and sufficient to insure

all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

Section 15. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income Derived Under This Agreement.

(a) Any and all Program Income, as defined in Title 24, Code of Federal Regulations, Section 92.2, derived as a direct result of the investment of any COUNTY funds invested or awarded hereunder shall first be expended by HANDS before requesting subsequent advancement or reimbursement of funds from COUNTY.

(b) In the event that any Program Income is received by HANDS after completion of the projects authorized by this Agreement but prior to the expiration of this Agreement, HANDS shall immediately render such Program Income to the COUNTY.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by HANDS through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State, and local regulations, including but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Upon expiration of this Agreement, HANDS shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of HUD funds distributed pursuant to this Agreement.

Section 20. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR section 85.43, for breach of the Agreement or for other legal cause. The parties may mutually terminate the Agreement in accordance with 24 CFR Section 85.44 for other legal cause.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 22. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to HANDS pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by HANDS;
- (d) Demand HANDS immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of HANDS' real or personal property. To create such a lien, the COUNTY shall send a letter to HANDS demanding refund of any monies expended to HANDS pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a lien upon HANDS' real and personal property;

(h) Initiate a lawsuit in a court of competent jurisdiction for any available remedy at law or in equity.

Section 23. Certification Regarding Lobbying. HANDS hereby certifies that to the best of its knowledge and belief:

(a) No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, HANDS shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, HANDS hereby agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch or a State agency.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 E. First St.
Sanford, FL 32771

For HANDS:

Director
Housing and Neighborhood Development Services of Central Florida, Inc.
6900 S. Orange Blossom Trail, Suite 300
Orlando, FL 32809

Either of the parties may change, by written notice, the address or person for receipt of notice without the need for formal amendment to this Agreement.

Section 25. Entire Agreement, Effect on Prior Agreement.

This instrument constitutes the entire agreement between the parties relative to the subject matter hereof and supersedes all previous discussions, understandings and agreements.

Section 26. Amendment To Agreement. This Agreement may be amended by a written instrument executed with the same formalities as this Agreement. The expansion of the rental unit rehabilitation program beyond the scope envisioned herein may be done by addendum to this Agreement signed by both parties describing the number of units, completion dates, and other particulars sufficient to permit a restatement of Exhibits "A" and "B," which shall also be deemed revised. Upon adoption such amendment or addendum shall be attached to each party's copy of this Agreement.

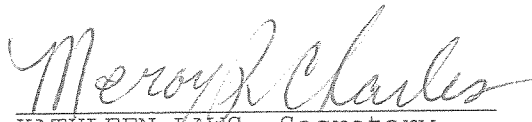
Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law, or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or

provisions of the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

HOUSING AND NEIGHBORHOOD
DEVELOPMENT SERVICES OF
CENTRAL FLORIDA, INC.


~~KATHLEEN LAWS~~, Secretary
Meroy Charles
[CORPORATE SEAL]

By: 
KIMBERLY BERGIN, President

Date: 5-12-05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AWS/lpk
5/4/05
HANDS 2005

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Year Report
- Exhibit "F" - Restrictive Use Covenant

EXHIBIT A

SCOPE OF SERVICES RELATIVE TO
HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES
OF CENTRAL FLORIDA, INC.
HOME PROGRAM SUBRECIPIENT AGREEMENT FOR PROGRAM YEAR 2004-2005

GENERAL REQUIREMENTS:

All capitalized words and terms used herein and in the other Exhibits to the Agreement to which this Exhibit is attached shall have the same meanings as ascribed to them in the Agreement. HANDS shall use the HOME funds allocated under the Agreement for the renovation and improvements of the Lake Jennie Phase 2 apartment complex located on Florida Street, Sanford, Florida 32771. The improvements shall consist of the addition of an additional full bathroom to each of the two (2) bedroom units in the apartment complex. There shall be a total of twenty (20) such bathrooms added along with new patios and roof modifications made necessary by the bathroom renovations. HANDS shall also apply a stucco finish to the exteriors of both apartment buildings on the Property and coat them with appropriate primer and paint per bid specifications.

In no event shall any of the rental units on the Property, for the duration of the Affordability Period, be rented to persons or households other than Low income or Very Low Income households as defined by HUD in 24 CFR 92.2 and at the levels of rent and under the other terms and conditions required by 24 CFR 92.252 "Qualifications as affordable housing, Rental housing".

ATTENDANT OBLIGATIONS:

1. HANDS shall prepare design plans and budgets for the rehabilitation of the housing units.

2. HANDS shall prepare all documents required for bidding any and all aspects of the Agreement in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

3. HANDS shall meet with the CD Administrator, his or her staff, and the COUNTY's Construction Specialist prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

4. HANDS shall advertise for and solicit competitive bids and provide bidders with a specific response period in accordance with legal requirements.

5. Following the close of the bidding period, the COUNTY and HANDS shall jointly review the bids received and bidder qualifications. HANDS shall select, upon written COUNTY approval, the bidder to be awarded the contract work. HANDS shall prepare, negotiate, and execute a contract with the selected bidder.

6. HANDS shall assure that no relocation or displacement obligations are created toward the renters or occupants of the Property. HANDS shall seek direction from the COUNTY Relocation Specialist before entering into any type of activity to relocate any residents of the Property.

7. HANDS shall monitor and inspect all rehabilitation/construction activities to ensure compliance with this Agreement.

8. HANDS shall secure all necessary permits or certificates.

9. HANDS shall aggressively market the housing units in Lake Jennie Phase 2 apartment complex. HANDS shall be responsible for thoroughly investigating and verifying client(s) income-eligibility for assistance. Such marketing and recruitment efforts shall also include

maintaining regular and continuous contact with the Center For Affordable Housing, Inc., the Seminole County Housing Authority, The Sanford Housing Authority and the Seminole County Government Community Resources, Affordable Housing Division for referrals of potential clients. HANDS shall make sustained, reasonable efforts to recruit victims of spouse abuse, homeless persons or persons at risk of being homeless, Tenant-based Rental Assistance Clients to include Section 8 Voucher holders, and households in transition from homelessness to market housing.

10. The HANDS Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

11. No HANDS board member or employee or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for the services which are the subject of the Agreement.

12. HANDS shall execute and deliver to COUNTY, contemporaneously with the execution and delivery of the Agreement, the Restrictive Use Covenant attached as Exhibit "F" to the Agreement.

EXHIBIT B

PROJECT BUDGET

HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES
OF CENTRAL FLORIDA, INC. ('HANDS")

HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION ("CHDO")
RENTAL HOUSING REHABILITATION ACTIVITY

Implementation Expenses	
<u>ACTIVITY</u>	<u>SHIP FUNDS</u>
Renovation/Rehabilitation at Lake Jennie Phase 2 apartment complex of twenty (20), two (2) bedroom units by adding one (1) bathroom to each unit, replacement of patios and roof modifications made necessary by the bathroom additions and performing exterior improvements by stuccoing and painting both buildings.	\$496,573
Developer Fees	\$ 87,631
Total	\$584,204

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: Housing and Neighborhood Services of Central Florida, Inc.

Name of Activity/Project: _____

Mailing Address: _____

Contact Person: _____

Payment Request No: _____

Telephone No.: _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
\$584,204.00	%	\$	\$
Total Invoices Billed	-----	-----	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

SUBRECIPIENT REPORT

Status Report for Month of _____

I. SUBRECIPIENT INFORMATION

SUBRECIPIENT: Housing and Neighborhood Development Services of Central Florida, Inc.
("HANDS")

Mailing Address _____

Contact Person _____
Telephone _____

II. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Addition of 1 bathroom to each 2 bedroom unit, attendant roof and patio modifications and stucco and paint applied to both buildings	\$496,573.00				
Developer's Fees	\$ 87,631.00				
TOTAL	\$584,204.00				

Any other special accomplishments:

Signed: _____

EXHIBIT E

END OF YEAR REPORT

NAME OF ORGANIZATION: Housing and Neighborhood Development Services of Central Florida, Inc.
("HANDS")

FISCAL YEAR----2004 - 2005 or 2005-2006

Type of service provided: _____
Total number of people served: _____
Total number of groups/sessions performed: _____

TOTAL NUMBER OF HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A"								
No. of House- hold/ Persons Assisted	Low and Moderate Income	Very Low Income	White not Hispanic Origin	Black not Hispanic Origin	American Indian / Alaskan Native	Hispanic	Asian / Pacific Islander	Female Headed Household
A	B	C	D	E	F	G	H	I

Any other special accomplishments:

Signed: _____

This document was prepared by:
Arnold W. Schneider
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return to:
Community Development Office
1101 East First Street
Sanford, FL 32771

EXHIBIT "F"

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by Housing and Neighborhood Development Services of Central Florida, Inc. as fee simple owner (the "Owner") in favor of Seminole County, Florida (the "County") concerning those certain parcels of real property the address, legal description and parcel identification numbers for which are as follows:

Address: Lake Jennie Phase II Apartments
Florida Street
Sanford, FL 32771

Legal: LOTS 18 THROUGH 22 AND LOTS 30 THROUGH 33, BLOCK 36, 4TH SECTION, DREAMWOLD, SANFORD, FLORIDA, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; AND LOTS 1 THROUGH 4, VI, MAR A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Numbers: 01-20-30-504-3600-0180 and
01-20-30-510-0000-0010

(the "Property").

The use of the Property shall be restricted to providing rental housing for Low Income and Very Low Income households as defined below (the "Affordability Purpose") and subject to the terms and conditions of that certain agreement between Seminole County, Florida and Owner relating to the County's grant to Owner of certain allocation of U.S. Department of Housing and Urban Development ("HUD") HOME funds towards rehabilitation of the Property. Said use restrictions shall henceforth remain in full force and effect for the duration of the Affordability Period as defined herein.

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area as determined by HUD.

"Very Low Income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area as determined by HUD.

"Affordability Period" means the length of time for which the Property herein described shall comply with the HUD HOME regulations and be used solely for the Affordability Purpose herein described pursuant to 24 CFR Section 92.252. The Affordability Period for purposes of this instrument shall be for a term of five (5) years from the date of recording hereof.

This restrictive covenant is a covenant running with the land, is made by Owner, shall be binding upon and be for the benefit of the current Owner, its successors in title, and is expressly for the benefit of Seminole County, Florida and may be enforced by such persons and the County in any lawful manner. This restrictive covenant may be released prior to the expiration of the Affordability Period only upon the consent of Seminole County as evidenced by an instrument to that effect executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Land Records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 15th day of May, 2005.

ATTEST:

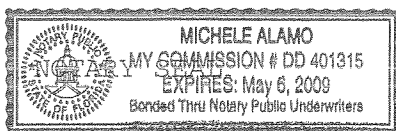
HOUSING AND NEIGHBORHOOD
DEVELOPMENT SERVICES OF
CENTRAL FLORIDA, INC.

Mery Charles
~~KATHLEEN LAWS~~, Secretary
Mery Charles
[CORPORATE SEAL]

By: Kimberly Bergin
KIMBERLY BERGIN, President
Date: 5-12-05

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 15th day of May, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KIMBERLY BERGIN, as President and ~~KATHLEEN LAWS~~, as Secretary, of Housing and Neighborhood Development Services of Central Florida, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____, respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.



Michele Alamo
Print Name Michele Alamo
Notary Public in and for the County
and State Aforementioned

My commission expires: 5-6-09